

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In re:

Chapter 13

Kenneth Leslie Bierman, Jr and  
Cheryl Ann Bierman,  
Debtors.

Case No: 18-30152

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**NOTICE OF PRE-CONFIRMATION CHAPTER 13  
MODIFICATION OF PLAN**

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To: Gregory A Burrell, Chapter 13 Trustee, and all parties in interest:

PLEASE TAKE NOTICE THAT on Thursday, July 12, 2018, at 10:30 AM before the Honorable Judge Katherine A. Constantine, in Courtroom 2C, 2nd floor, 316 North Robert Street, St. Paul, MN 55101, the Court will hold a hearing on the proposed modified plan of the above-named debtor. A copy of the modified plan dated June 12, 2018 is attached.

Dated: June 12, 2018

/e/ Nicole Anderson

ANDERSON & ASSOCIATES, LLC

Nicole Anderson

Attorney ID 0336038

1650 11<sup>th</sup> Ave SW, Suite 203

Forest Lake, MN 55025

Telephone: 651-464-8510

Facsimile: 651-464-8513

**United States Bankruptcy Court  
District of Minnesota, St. Paul Division  
CHAPTER 13 PLAN**

**IN RE:**

**Bierman,, Kenneth Leslie Jr. & Bierman, Cheryl Ann**  
Debtor(s)

Case No. **18-30152**  
CHAPTER 13 PLAN [X] Modified  
Dated: **June 12, 2018**

In a joint case, debtor means debtors in this plan.

**Part 1. NOTICE OF NON-STANDARD PLAN PROVISIONS, SECURED CLAIM LIMITATIONS, AND LIEN OR SECURITY INTEREST AVOIDANCE:** Debtors must check the appropriate boxes below to state whether or not the plan includes each of the following items:

<b>1.1</b>	<b>A limit on the amount of a secured claim based on a valuation of the collateral for the claim, set out in Parts 9 or 17</b>	<b>[ ] Included</b>	<b>[X] Not included</b>
<b>1.2</b>	<b>Avoidance of a security interest or lien, set out in Part 17</b>	<b>[ ] Included</b>	<b>[X] Not included</b>
<b>1.3</b>	<b>Nonstandard provisions, set out in Part 17</b>	<b>[X] Included</b>	<b>[ ] Not included</b>

**Part 2. DEBTOR'S PAYMENTS TO TRUSTEE –**

- 2.1 As of the date of this plan, the debtor has paid the trustee \$ **0.00** .
- 2.2 After the date of this plan, the debtor will pay the trustee \$ **varies**<sup>1</sup> per month for **59** months, beginning in **February** of **2018** for a total of \$ **25,900.00**. The initial plan payment is due not later then 30 days after the order for relief.
- 2.3 The minimum plan length is 36 months from the date of the initial plan payment unless all allowed claims are paid in a shorter time.
- 2.4 The debtor will also pay the trustee: **n/a**
- 2.5 The debtor will pay the trustee a total of \$ **25,900.00** [line 2.1 + 2.2 + 2.4].
- <sup>1</sup> **12 payments of \$200.00 followed by 47 payments of \$500.00**

**Part 3. PAYMENTS BY TRUSTEE –** The trustee will pay from available funds only creditors for which proofs of claim have been filed. The trustee may collect a fee of up to 10% of plan payments, or \$ **2,590.00** , [line 2.5 x .10].

**Part 4. ADEQUATE PROTECTION PAYMENTS (§ 1326(a)(1)(C)):** The trustee will promptly pay from available funds adequate protection payments to creditors holding allowed claims secured by personal property, according to the following schedule, beginning in month one (1).

**None**

**Part 5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES (§ 365)** The debtor assumes the following executory contracts or unexpired leases. Debtor will pay directly to creditors all payments that come due after the date the petition was filed. Cure provisions, if any, are set forth in Part 8.

<i>Creditor</i>	<i>Description of Property</i>
<b>Ford Motor Credit</b>	<b>2016 Ford Focus (debtor co-signed on son's vehicle)</b>

**Part 6. CLAIMS NOT IN DEFAULT –** Payments on the following claims are current and the debtor will pay directly to the creditors all payments that come due after the date the petition was filed. The creditors will retain liens, if any.

**None**

**Part 7. HOME MORTGAGES IN DEFAULT (§§ 1322(b)(5) and 1322(e)) –** The trustee will cure payment defaults on the following claims secured only by a security interest in real property that is the debtor's principal residence. The debtor will pay directly to creditors all payments that come due after the date the petition was filed. The creditors will retain liens. All following entries are estimates. The trustee will pay the actual amounts of default.

<i>Creditor</i>	<i>Amount of Default</i>	<i>Monthly Payment</i>	<i>Beginning in Month #</i>	<i>Number of Payments</i>	<i>TOTAL PAYMENTS</i>
<b>Federal National Mortgage Association</b>	<b>18,264.62</b>		<b>13</b>	<b>45</b>	<b>18,264.62</b>
<b>TOTAL</b>					<b>18,264.62</b>

**Part 8. CLAIMS IN DEFAULT (§§ 1322 (b)(3) and (5) and 1322(e))** – The trustee will cure defaults on the following claims as set forth below. The debtor will pay all payments that come due after the date the petition was filed. payments that come due after the date the petition was filed. The creditors will retain liens, if any. All following entries are estimates, except for interest rate.

None

**Part 9. SECURED CLAIMS SUBJECT TO MODIFICATION(“CRAMDOW”) PURSUANT TO § 506(§1325(a)(5)) (secured claim amount in plan this Part controls over any contrary amount except for secured claims of governmental units):** The trustee will pay, on account of the following allowed secured claims, the amount set forth in the “Total Payments” column below. Unless otherwise specified in Part 17, the creditors will retain liens securing the allowed secured claims until the earlier of the payment of the underlying debt determined under nonbankruptcy law, or the date of the debtor’s discharge, and if this case is dismissed or converted without completion of the plan, such liens shall also be retained by such holders to the extent recognized by applicable nonbankruptcy law. **Notwithstanding a creditor’s proof of claim filed before or after confirmation, the amounts listed in this Part as a creditor’s secured claim binds the creditor pursuant to 11 U.S.C. § 1327 and confirmation of the plan is a determination of the creditor’s allowed secured claim.** For secured claims of governmental units, unless otherwise ordered by the court, the value of a secured claim listed in a proof of claim filed in accordance with FRBP 3012(c) controls over any contrary amount.

None

**Part 10. SECURED CLAIMS EXCLUDED FROM § 506 AND NOT SUBJECT TO MODIFICATION (“CRAMDOW”) (§ 1325) (910 vehicles and other things of value)(allowed secured claim controls over any contrary amount):** The trustee will pay in full the amount of the following allowed secured claims. **All following entries are estimates, except for interest rate.** The creditors will retain liens. Unmodified 910 claims not in default are addressed in Part 6. Unmodified 910 claims in default are addressed in Part 8.

None

**Part 11. PRIORITY CLAIMS (not including claims under Part 12):** The trustee will pay in full all claims entitled to priority under § 507(a)(2) through (a)(10) including the following. The amounts listed are estimates. The trustee will pay the amounts actually allowed.

<i>Creditor</i>	<i>Estimate Claim</i>	<i>Monthly Payment</i>	<i>Beginning in Month #</i>	<i>Number of Payments</i>	<i>TOTAL PAYMENTS</i>
Anderson & Associates, LLC	2,500.00	180	1	14	2,500.00
Internal Revenue Service	1,873.89				1,873.89
Minnesota Department of Revenue					
TOTAL					<u>4,373.89</u>

**Part 12. DOMESTIC SUPPORT OBLIGATION CLAIMS:** The trustee will pay in full all domestic support obligation claims entitled to priority under § 507(a)(1), including the following. **The amounts listed are estimates.** The trustee will pay the amounts actually allowed.

None

**Part 13. SEPARATE CLASSES OF UNSECURED CREDITORS** – In addition to the class of unsecured creditors specified in Part 14, there shall be separate classes of non-priority unsecured creditors described as follows:  
The trustee will pay the allowed claims of the following creditors. All entries below are estimates.

None

**Part 14. TIMELY FILED UNSECURED CLAIMS** – The trustee will pay holders of nonpriority unsecured claims for which proofs of claim were timely filed the balance of all payments received by the trustee and not paid under Parts 3, 7, 8, 9, 10, 11, 12 and 13 their pro rata share of approximately \$ **671.49** [line 2.5 minus totals in Parts 3, 7, 8, 9, 10, 11, 12 and 13].

14.1 The debtor estimates that the total unsecured claims held by creditors listed in Part 9 are \$ **2,672.89**.

14.2 The debtor estimates that the debtor's total unsecured claims (excluding those in Parts 9 and 13) are \$ **11,766.84**.

14.3 Total estimated unsecured claims are \$ **14,439.73** [line 14.1 + 14.2].

**Part 15. TARDILY-FILED UNSECURED CLAIMS** – All money paid by the debtor to the trustee under Part 2, but not distributed by the trustee under Parts 3, 4, 7, 8, 9, 10, 11, 12, 13 and 14 will be paid to holders of allowed nonpriority unsecured claims for which proofs of claim were tardily filed.

**Part 16. SURRENDER OF COLLATERAL AND REQUEST FOR TERMINATION OF STAY:** The debtor has surrendered or will surrender the following property to the creditor. The debtor requests that the stays under §§ 362(a) and 1301(a) be terminated as to the surrendered collateral on the effective date of confirmation.

Creditor

Ford Motor Credit

Description of Property

Lease - 2015 Ford Focus

**Part 17. NONSTANDARD PROVISIONS:** The Trustee may distribute additional sums not expressly provided for herein at the trustee's discretion. Any nonstandard provisions, as defined in FRBP 3015(c), must be in this Part. Any nonstandard provision placed elsewhere in the plan is void. Any request by the debtor to modify a claim secured only by a security interest in real property that is the debtor's principal residence must be listed in this Part and the debtor must bring a motion to determine the value of the secured claim pursuant to Local Rule 3012-1(a).

**a. Tax Refunds:** The debtor shall provide the trustee with copies of the debtor's federal and state income tax returns annually for the duration of the chapter 13 case. The debtor may keep the first \$2,000.00 of the refund. Any amount in excess of \$2,000.00 shall be paid to the trustee as an additional plan payment.

**b. In the event of the surrender, foreclosure, repossession or return of any collateral to any secured creditor listed in the parts above, for any reason, the creditor may amend its Proof of Claim to a general unsecured claim and the Trustee shall pay the claim as a general unsecured claim. Any alleged balance of any claim to such creditor shall be discharged upon the debtor receiving a discharge in this case.**

Class of Payment	Amount to be paid
<b>SUMMARY OF PAYMENTS –</b>	
Payments by trustee [Part 3]	\$ 2,590.00
Home Mortgage in default [Part 7]	\$ 18,264.62
Claims in Default [Part 8]	\$ 0.00
Secured Claims subject to modification (cramdown) pursuant to § 506 [Part 9]	\$ 0.00
Secured Claims excluded from § 506 [Part 10]	\$ 0.00
Priority Claims [Part 11]	\$ 4,373.89
Domestic Support Obligation Claims [Part 12]	\$ 0.00
Separate Classes of Unsecured Creditors [Part 13]	\$ 0.00
Timely filed Unsecured Claims [Part 14]	\$ 671.49
<b>TOTAL (must equal line 2.5)</b>	<b>\$ 25,900.00</b>

Certification regarding non-standard provisions:  
I certify that this plan contains no non-standard provision except as placed in Part 17.

Signed: /s/ Nicole Anderson

Attorney for debtor(s) or debtor if pro se

Signed: /s/ Kenneth Leslie Bierman, Jr.

Debtor 1

Signed: /s/ Cheryl Ann Bierman

Debtor2

REVISED 12/15

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In re: Kenneth Leslie Bierman Jr. and  
Cheryl Ann Bierman

Case No. 18-30152

Debtor(s).

SIGNATURE DECLARATION

- ☐ PETITION, SCHEDULES & STATEMENTS  
☐ CHAPTER 13 PLAN  
☐ VOLUNTARY CONVERSION, SCHEDULES & STATEMENTS  
☐ AMENDMENT TO PETITION, SCHEDULES & STATEMENTS  
☒ MODIFIED CHAPTER 13 PLAN  
☐ OTHER: PLEASE DESCRIBE: \_\_\_\_\_

I [We], the undersigned debtor(s) or authorized representative of the debtor, make the following declarations under penalty of perjury:

1. The information I have given my attorney for the electronically filed petition, statements, schedules, amendments, and/or chapter 13 plan, as indicated above, is true and correct;
2. The Social Security Number or Tax Identification Number I have given to my attorney for entry into the court's Case Management/Electronic Case Filing (CM/ECF) system as a part of the electronic commencement of the above-referenced case is true and correct;
3. [individual debtors only] If no Social Security Number was provided as described in paragraph 2 above, it is because I do not have a Social Security Number;
4. I consent to my attorney electronically filing with the United States Bankruptcy Court my petition, statements and schedules, amendments, and/or chapter 13 plan, as indicated above, together with a scanned image of this Signature Declaration;
5. My electronic signature contained on the documents filed with the Bankruptcy Court has the same effect as if it were my original signature on those documents; and
6. [corporate and partnership debtors only] I have been authorized to file this petition on behalf of the debtor.

Date: 6/11/18

x

Signature of Debtor 1 or Authorized Representative

Printed name of Debtor 1 or Authorized Representative

x

Signature of Debtor 2

Printed Name of Debtor 2

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

IN RE: KENNETH LESLIE BIERMAN, JR  
CHERYL ANN BIERMAN

CASE NO: 18-30152

**DECLARATION OF MAILING  
CERTIFICATE OF SERVICE**

Chapter: 13

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On 6/12/2018, I did cause a copy of the following documents, described below,  
Notice of Pre-confirmation Chapter 13 Modification of Plan and Amended Chapter 13 Plan

to be served for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient postage thereon to the parties listed on the mailing matrix exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein.

I caused these documents to be served by utilizing the services of BK Attorney Services, LLC d/b/a certificateofservice.com, an Approved Bankruptcy Notice Provider authorized by the United States Courts Administrative Office, pursuant to Fed.R. Bankr.P. 9001(9) and 2002(g)(4). A copy of the declaration of service is attached hereto and incorporated as if fully set forth herein.

Parties who are participants in the Courts Electronic Noticing System ("NEF"), if any, were denoted as having been served electronically with the documents described herein per the ECF/PACER system.

DATED: 6/12/2018

/s/ Nicole Anderson  
Nicole Anderson 0336038

Anderson & Associates, LLC  
1650 11th Ave SW, Ste 203  
Forest Lake, MN 55025  
651 464 8510

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

IN RE: KENNETH LESLIE BIERMAN, JR  
CHERYL ANN BIERMAN

CASE NO: 18-30152

**CERTIFICATE OF SERVICE  
DECLARATION OF MAILING**

Chapter: 13

On 6/12/2018, a copy of the following documents, described below,

Notice of Pre-confirmation Chapter 13 Modification of Plan and Amended Chapter 13 Plan

were deposited for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient postage thereon to the parties listed on the mailing matrix exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein.

The undersigned does hereby declare under penalty of perjury of the laws of the United States that I have served the above referenced document(s) on the mailing list attached hereto in the manner shown and prepared the Declaration of Certificate of Service and that it is true and correct to the best of my knowledge, information, and belief.

DATED: 6/12/2018



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Jay S. Jump  
BK Attorney Services, LLC  
d/b/a certificateofservice.com, for  
Nicole Anderson  
Anderson & Associates, LLC  
1650 11th Ave SW, Ste 203  
Forest Lake, MN 55025

CASE INFO

LABEL MATRIX FOR LOCAL NOTICING  
08643  
CASE 18-30152  
DISTRICT OF MINNESOTA  
ST PAUL  
TUE JUN 12 12-23-48 CDT 2018

CAB WEST LLC AS SERVICED BY FORD MOTOR  
CREDI  
CO STEWART ZLIMEN JUNGERS LTD  
2860 PATTON ROAD  
ROSEVILLE MN 55113-1100

FEDERAL NATIONAL MORTGAGE ASSN  
25 DALE STREET N  
ST PAUL MN 55102-2227

~~EXCLUDE~~

~~ST PAUL  
200 WARREN E BURGER FEDERAL BUILDING  
AND  
US COURTHOUSE  
316 N ROBERT ST  
ST PAUL MN 55101-1465~~

BLAKE BIERMAN  
13544 FIONA CIR N  
HUGO MN 55038-9258

CAPITAL ONE  
PO BOX 30285  
SALT LAKE CITY UT 84130-0285

CAPITAL ONE  
ATTN GENERAL CORRESPONDENCEBANKRUPTCY  
PO BOX 30285  
SALT LAKE CITY UT 84130-0285

CARDWORKSCW NEXUS  
ATTN BANKRUPTCY  
PO BOX 9201  
OLD BETHPAGE NY 11804-9001

CREDIT ONE BANK NA  
PO BOX 98873  
LAS VEGAS NV 89193-8873

CREDIT ONE BANK NA  
PO BOX 98875  
LAS VEGAS NV 89193-8875

FIRST NATIONAL BANK  
ATTN FNN LEGAL DEPT  
1620 DODGE ST MSC CODE3290  
OMAHA NE 68102-1593

FNB OMAHA  
PO BOX 3412  
OMAHA NE 68103-0412

FORD MOTOR CREDIT COMPANY  
P O BOX 62180  
COLORADO SPRINGS CO 80962-2180

FRD MOTOR CR  
PO BOX 542000  
OMAHA NE 68154-8000

FEDERAL NATIONAL MORTGAGE ASSOCIATION  
CO SETERUS INC  
PO BOX 1047  
HARTFORD CT 06143-1047

FIRST NATIONAL BANK OF OMAHA  
1620 DODGE STREET STOP CODE 3105  
OMAHA NE 68197-0002

INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY OPERATION  
PO BOX 7346  
PHILADELPHIA PA 19101-7346

LENDING CLUB CORP  
71 STEVENSON ST STE 300  
SAN FRANCISCO CA 94105-2985

LVNV FUNDING LLC ITS SUCCESSORS AND  
ASSIGNS  
ASSIGNEE OF MHC RECEIVABLES LLC AND  
FNBM LLC  
RESURGENT CAPITAL SERVICES  
PO BOX 10587  
GREENVILLE SC 29603-0587

LENDINGCLUB CORPORATION  
71 STEVENSON STREET SUITE 1000  
SAN FRANCISCO CA 94105-2967

MERRICK BANK  
RESURGENT CAPITAL SERVICES  
PO BOX 10368  
GREENVILLE SC 29603-0368

MINNESOTA DEPARTMENT OF REVENUE  
BANKRUPTCY SECTION  
PO BOX 64447  
SAINT PAUL MN 55164-0447

MIDLAND FUNDING LLC  
PO BOX 2011  
WARREN MI 48090-2011

SETERUS INC  
14523 SW MILLIKAN WAY ST  
BEAVERTON OR 97005-2352

SETERUS INC  
ATTN BANKRUPTCY  
PO BOX 1077  
HARTFORD CT 06143-1077

THE ACADEMY LAW GROUP PA  
25 DALE ST N  
SAINT PAUL MN 55102-2227

US TRUSTEE  
1015 US COURTHOUSE  
300 S 4TH ST  
MINNEAPOLIS MN 55415-3070



CHERYL ANN BIERMAN  
13544 FIONA CIR N  
HUGO MN 55038-9258

GREGORY A BURRELL  
100 SOUTH FIFTH STREET  
SUITE 480  
MINNEAPOLIS MN 55402-1250

DEBTOR  
KENNETH LESLIE BIERMAN JR  
13544 FIONA CIR N  
HUGO MN 55038-9258

~~EXCLUDE~~

~~NICOLE L ANDERSON  
1650 11TH AVE SW  
SUITE 203  
FOREST LAKE MN 55025 2106~~